

**DECISION****THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D. C. 20548**

FILE: B-185114

DATE: January 22, 1976

MATTER OF: Wyman A. George

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09 9214**DIGEST:**

Where bidder, after award, alleges that he mistakenly bid on Item No. 138 instead of Item No. 135 and bid was 11.88 times greater than second high bid, 14.12 times greater than current market appraisal established prior to bid opening, and represents a 57.2 percent return against acquisition cost for property in poor condition, contracting officer should have been on notice of possibility of error and should have requested verification. Consequently, contract may be rescinded without liability to bidder.

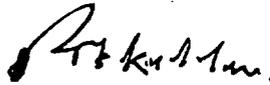
The Defense Supply Agency, Defense Property Disposal Service, conducted sale No. 31-5322 to dispose of surplus vehicular equipment. The high bidder on Item No. 138 (gasoline engines) was Mr. Wyman A. George with a bid of \$1,200. After award was made, Mrs. George, the wife of the bidder, advised the contracting officer that an error had been made in her husband's bid. Mrs. George stated that her husband has two fingers missing from his right hand and that owing to this fact his figure five had the appearance of the figure eight. Item No. 135 was awarded to another bidder for \$1,876.86.

Where an error in bid is alleged after award of a contract our Office will grant relief only if the mistake is mutual or the contracting officer was on actual or constructive notice of the error prior to award. 48 Comp. Gen. 672 (1969). The test is one of reasonableness, whether under the facts and circumstances of the particular case there were any factors which reasonably could have raised the presumption of error in the mind of the contracting officer. Wender Presses, Inc. v. United States, 343 F.2d 961 (Ct. Cl. 1965); D. G. Machinery & Gage Co., B-181230, January 27, 1975, 75-1 CPD 50. Under the circumstances of this case, it is our view that the contracting officer should have been aware of the possibility of error in Mr. George's bid and should have requested verification of the offer before it was accepted.

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Mr. George's high bid of \$1,200 on Item No. 138 was 11.88 times greater than the second high bid. Further, the amount bid by Mr. George was 14.12 times greater than the current market appraisal established prior to bid opening. Moreover, this amount represents a 57.2 percent return against acquisition cost for gasoline engines which were advertised in the invitation for bids as being in poor condition.

Based on the above-mentioned facts, we concur with the administrative conclusion that the contracting officer should have suspected error in Mr. George's bid prior to the award. Therefore, as administratively recommended, the contract for Item No. 138 may be rescinded without liability to Mr. George.



Deputy Comptroller General  
of the United States